

**REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
OFFICE OF THE SECRETARY**

PETITION FOR REVIEW

(Filed Pursuant to DOJ Department Circular No. 15, Section 19)

ALLAN DOUGLAS WILSON,
Petitioner/Complainant,

— versus —

TAFT PROPERTY DEVELOPMENT VENTURES CORP.
and
HORIZONS 101 PROPERTY MANAGEMENT CORPORATION,
Respondents.

Original Case Nos.:

OCP-CC-EV(PI)-2025-08-00686 (Estafa)

OCP-CC-EV(PI)-2025-08-00687 (Condominium Act Violations)

OCP-CC-EV(PI)-2025-08-00688 (Unjust Enrichment);

And NPS Docket No. VII-09-INV-25H-03616-3618 for Violation of PD 957, Estafa, Consumer Protection Laws

INTRODUCTION TO PETITION

Petitioner Allan Douglas Wilson, a United States national and unit owner at Horizons 101 Tower 2, Unit 45Q, Cebu City, respectfully petitions the Honorable Secretary of Justice, through the Office of the Secretary, for review of the Resolutions issued by the Office of the Chief Prosecutor, Cebu City, dismissing the two criminal complaints filed on August 22, 2025. This Petition is filed pursuant to Section 19 of DOJ Department Circular No. 15, which provides that resolutions of the City Prosecutor on preliminary investigation or motion for reconsideration may be the subject of a petition for review.

The grounds for this Petition are that both Resolutions were issued without adequate investigation, contain internal contradictions, misrepresent the factual record, and rely in

material part upon evidence that is demonstrably fabricated. The dismissals were further tainted by procedural irregularities within the Office of the Chief Prosecutor that reflect a pattern of obstruction inconsistent with the mandate of the Department of Justice and the requirements of Department Circular No. 15. Neither Resolution indicates dismissal with prejudice, and the Petitioner therefore preserves all rights to seek review and to refile the charges if this Petition is not granted.

In support of this Petition, Petitioner incorporates by reference the Request to Resolve Criminal Complaints filed with the Office of the Chief Prosecutor on January 22, 2026, and the Amended Criminal Complaint against Horizons 101 Property Management Corporation filed on February 5, 2026. The Amended Complaint, which was submitted to the Office of the Chief Prosecutor after the Resolutions had already been issued, sets forth additional and expanded charges including Coercion and Retaliation arising from the retaliatory disconnection of water services in direct response to the service of legal notice. This matter is addressed in the Summary below.

PROCEDURAL BACKGROUND

On August 22, 2025, Petitioner filed two criminal complaints with the Office of the Chief Prosecutor, Cebu City: the first against Taft Property Development Ventures Corp. for violations of Presidential Decree 957, Estafa, violations of the Consumer Protection Act, and Unjust Enrichment; and the second against Horizons 101 Property Management Corporation for violations of the Condominium Act, Estafa, and Unjust Enrichment. The filing was initially met with improper demands by Administrative Assistant-in-Charge Roxane P. Aniñon, who required a judicial affidavit and multiple copies beyond those contemplated by Department Circular No. 15. The complaints nonetheless proceeded to a preliminary investigation hearing held on September 10, 2025.

On January 22, 2026, having received no resolution after more than four months and all required pleadings having been submitted, Petitioner filed a notarized Request to Resolve Criminal Complaints. On that same date, Administrative Assistant Aniñon again attempted to dismiss the complaints without substantive review, tendering a one-page dismissal to the Petitioner in lieu of a receipt for the filing. Attending Prosecutor Lorenzo notarized the Request and advised that the matter was awaiting endorsement. No further communication

was received until Resolutions arrived through regular mail on March 6, 2026, contrary to the preference for email communication expressed by the Petitioner at the time of original filing.

The Resolutions appear to bear an altered recommended dismissal date preceding the formal approval date of January 28, 2026, which falls one week after the filing of the Request to Resolve. The course of these proceedings reflects a disposition toward dismissal that was predetermined and not grounded in an examination of the evidence presented.

PART A

PETITION FOR REVIEW OF RESOLUTION REGARDING TAFT PROPERTY DEVELOPMENT VENTURES CORP.

I. GROUNDS FOR REVIEW

A. The Resolution Contains Irreconcilable Internal Contradictions Regarding Title Transmission

The Resolution is internally inconsistent on the most fundamental factual question in the case: the date on which the condominium title was allegedly transmitted. The Resolution references a statement by Marycris Bontuyan that the title was transmitted on July 28, 2023, to the Philippine National Bank, Mabolo Branch, at a time when it was allegedly still mortgaged to that bank. In the same Resolution, the Prosecutor identifies a transmittal date of March 5, 2024, derived from the transmittal slip submitted by the Respondent. These dates are irreconcilable with each other and with the sworn testimony of Attorney Princess at the September 10, 2025 preliminary hearing, who stated that the title was sent to PNB in July or August 2023, immediately following the DHSUD conciliatory conference.

The Prosecutor's Resolution addresses this contradiction with the observation that the transmittal slip "would, on its face show, that a transmittal was made" as of March 5, 2024. This deliberately conditional language acknowledges the Prosecutor's uncertainty regarding the document's authenticity without investigating that uncertainty, and is insufficient as a basis for dismissal. The Petitioner respectfully submits that reliance on a document of uncertain provenance, in the face of contradicted sworn testimony and without corroborating investigation, does not constitute a proper determination at the preliminary investigation stage.

Furthermore, Petitioner provided Attorney Miguel Esparaguera as a witness who can testify that the purchase documents, including the certificate of full mortgage payment, were presented to Taft Properties' representative Jerly Ponce in August 2022. The Philippine National Bank Certificate of Full Payment is dated October 13, 2021, confirming that the mortgage on the subject unit was satisfied more than ten months before the execution of the Absolute Deed of Sale on August 8, 2022. The Respondent's claim that the title was transmitted to PNB because the unit was "mortgaged to the said bank" at the time of transmission is therefore contradicted by documentary evidence that was before the Prosecutor at the time the Resolution was issued, and this contradiction was neither addressed nor resolved.

B. The Fabricated Transmittal Sheet Was Accepted Without Investigation

The transmittal sheet submitted with the Respondents' Joint Counter-Affidavit of September 24, 2025 bears multiple indications of fabrication that are apparent from visual inspection of a photocopy: it lists documents numbered 1, 3, and 4 with document number 2 removed from the sequence; the title number appears as a marginal annotation distinct from the body of the document; the page format is non-standard and inconsistent with commercially available printing stock, suggesting digital editing before printing; and the receiver date is illegible. Of particular significance, the handwriting attributed to Rose Eden Tampus as sender is identical in style, ink color, and pen pressure to that of the purported PNB receiver, characteristics that would be impossible in a legitimate transmission where sender and receiver sign at different times and locations.

The Petitioner identified these irregularities in the Reply-Affidavit filed September 25, 2025, and again in the Request to Resolve filed January 22, 2026. The Prosecutor accepted the transmittal sheet as sufficient evidence of title transmission without ordering production of any corroborating documentation, including courier receipts, transportation records, CCTV footage, PNB log books, or Registry of Deeds records establishing when the title was released to Taft Properties. No investigation was conducted into the document's authenticity despite the Petitioner's explicit and detailed identification of its fabricated characteristics. Acceptance of manufactured evidence as a basis for dismissal cannot constitute a proper resolution of the preliminary investigation.

C. Presidential Decree 957 Obligations Were Misapplied

The Resolution holds that the Respondent had "no hand in the sale" between the original purchaser Roderick Manatad and the Petitioner, treating the Respondent as without obligation to the Petitioner regarding title delivery. This fundamentally misapplies Presidential Decree 957. Section 25 of that Decree requires the developer to deliver the condominium title to the buyer upon full payment and, where the property is encumbered by a mortgage, to redeem that mortgage within six months so that the title may be secured and delivered. These obligations attach to the property and to the developer's duty to all owners in the chain of title, not merely to the original purchaser. There is no provision in Presidential Decree 957 that discharges this obligation because a subsequent sale occurred, nor is there any provision authorizing a developer to discharge its title delivery obligation by transmitting a title to a bank.

The title to Unit 45Q, Horizons 101 Tower 2, has never been delivered to any owner. The claimed transmission to PNB Mabolo, even if accepted as genuine, constitutes neither delivery to a buyer nor legal compliance with the Decree. The title is effectively stranded at PNB, inaccessible to the Petitioner as current owner and inaccessible to the previous owner who has formally relinquished all rights through the Quit Claim. The Petitioner cannot pay the approximately PHP 500,000.00 in Bureau of Internal Revenue penalties and approximately PHP 700,000.00 in taxes and transfer fees that have accrued as a direct result of the Developer's failure to transfer the title, and these amounts continue to accumulate daily.

D. The Estafa and Consumer Protection Charges Were Inadequately Assessed

The elements of Estafa are plainly satisfied on the record before the Prosecutor. Attorney Princess made demonstrably false sworn statements during the September 10, 2025 preliminary hearing, asserting the existence of a mortgage when the mortgage had been fully discharged in October 2021, and asserting a timeline of title transmission that is contradicted by the Respondent's own documentary evidence. The submission of a fabricated transmittal sheet as evidence in these proceedings constitutes further false pretenses and fraudulent acts. These false representations were made in the context of a transaction that has deprived the Petitioner of a condominium title valued in excess of six million pesos for nearly seven years from the date of original purchase, causing continuing financial damage including BIR

penalties and immigration visa expenses that accumulate daily. The dismissal of the Estafa charge in light of this record is legally unsupportable.

The Consumer Protection Act charges were dismissed on the basis that the transaction does not constitute a covered consumer product, without considering whether the delivery of a condominium title constitutes a covered consumer service. Under applicable Philippine consumer protection law, the definition of consumer services encompasses household and family-related services, which encompasses the delivery of title documents as part of a real property purchase. The Prosecutor's Resolution fails to address this distinction, and this omission constitutes a legal error warranting review.

E. DHSUD's Production of Fabricated Evidence Was Not Investigated

On December 2, 2025, DHSUD Regional Office VII produced what it characterized as minutes of the June 22, 2023 conciliatory conference in response to the Petitioner's repeated requests for the transcript of the July 13, 2023 conference. The document produced records a conference time of 2:30 P.M. on June 22, 2023, when the actual June 22 conference commenced at 11:00 A.M. as confirmed by the conference invitation on record; it employs two distinct typefaces and a third medium of handwriting on a single page ostensibly completed by one individual; and it omits Attorney Princess's explicit denial of the Petitioner's property rights, which was the central event of the July 13 conference. DHSUD had been requested to produce the July 13 transcript on at least five separate occasions beginning July 18, 2023, over a period exceeding two years, and was subject to a complaint before the Ombudsman for this failure filed November 20, 2025. The Petitioner copied the Chief Prosecutor's Office on correspondence identifying these fabrications when they were discovered. The Prosecutor's Resolution neither acknowledges nor investigates DHSUD's conduct, despite its direct relevance to the credibility of the entire record.

PART B
**PETITION FOR REVIEW OF RESOLUTION REGARDING
HORIZONS 101 PROPERTY MANAGEMENT CORPORATION**

I. GROUNDS FOR REVIEW

A. No Counter-Affidavit Was Produced or Served Upon the Petitioner

The Petitioner did not receive a counter-affidavit from Horizons 101 Property Management Corporation at any point during the preliminary investigation. The Respondent was directed to file a counter-affidavit within ten calendar days of the September 10, 2025 preliminary hearing. No such document was served upon the Petitioner, and no acknowledgment of receipt of any counter-affidavit was provided by the Office of the Chief Prosecutor at any time prior to the issuance of the Resolution. The Request to Resolve Criminal Complaints, filed January 22, 2026, expressly noted this absence. The Resolution, however, proceeds to a substantive determination as though the preliminary investigation was properly concluded on a complete record.

The Petitioner submits that any counter-affidavit from the Respondent that exists in the record was produced only after the filing of the Request to Resolve on January 22, 2026, and that the Petitioner was therefore denied the right to file a reply-affidavit addressing the Respondent's position. The Office of the Chief Prosecutor should be required to produce records of correspondence confirming the date of receipt and service of any counter-affidavit filed by the Respondent. In the absence of a properly served counter-affidavit to which the Petitioner had an opportunity to respond, the Resolution is procedurally defective.

B. The Resolution Misrepresents the Respondent's Refusal to Refund

Page 2 of the Resolution characterizes the Respondent as having offered to apply excess collections as prepayment for future condominium fees. This characterization is directly contradicted by email correspondence submitted as evidence with the Complaint, in which the Respondent's billing office expressly stated that a refund "cannot be processed if you will ask for a refund and you still have unpaid dues." This constitutes an explicit refusal to process the requested refund of PHP 32,227.02 in unlawfully collected amounts, not an offer of accommodation. The Prosecutor's mischaracterization of this refusal is a material misrepresentation of the evidence that forms the basis of the Estafa charge.

This distinction is legally significant. The unlawful collection of condominium fees that improperly included property taxes and building insurance as lump sum charges, combined with the Respondent's explicit refusal to refund those amounts upon formal demand served July 10, 2025, constitutes the fraudulent circumstances necessary to establish Estafa through fraudulent collection activities. The civil liability of unjust enrichment, acknowledged in the Prosecutor's reference to Article 2154 of the Civil Code, does not exist in isolation from the criminal conduct that generated the unlawful collection. The Prosecutor's failure to connect these two bodies of law in the analysis of the Estafa charge represents a legal error warranting review.

C. The Specific Statutory Violations Cited in the Complaint Were Ignored

The Resolution states that the Petitioner failed to allege specific provisions of the Condominium Act and proceeds to reproduce the entire text of Republic Act No. 4726 in the Resolution. This characterization is factually incorrect. The legal provisions cited in Complaint were based on Section 9(d) of the Condominium Act, which governs the basis upon which unit owners are assessed for common expenses and requires that each unit be assessed separately for its proportional share of such expenses; and Section 25, which provides that each condominium unit shall be separately assessed for real property taxation purposes, with such taxes constituting a lien solely on the individual unit when unpaid. These sections together define the boundary between legitimate condominium assessments and the impermissible collection of property taxes and insurance premiums as lump sum condominium dues.

The Condominium Act contains no provision authorizing the collection of real property taxes or building insurance premiums as lump sum condominium dues. The Respondent collected PHP 36,550.00 from the Petitioner in July 2025 in excess of proper amounts, including PHP 7,268.98 in property taxes and PHP 5,925.11 in building insurance not authorized under applicable law. The Respondent's February 2, 2026 Circular, announcing the adoption of monthly payment schemes for property taxes and insurance, constitutes an implied admission that the prior lump sum practice was inconsistent with the Respondent's obligations under the Condominium Act. This Circular was issued after the Resolutions were already prepared and is addressed further in the Amended Criminal Complaint of February 5, 2026.

D. There Is No Evidence of Any Investigation Having Been Conducted

As with the complaint against Taft Properties, there is no indication within the Resolution that any investigation of the factual allegations against Horizons 101 Property Management Corporation was conducted during the more than five months between the original complaint and the Resolution. The Respondent's failure to file a timely counter-affidavit was not addressed by the Prosecutor. No adverse inference was drawn from the Respondent's failure to respond within the prescribed period. The Motion for Issuance of Subpoena Duces Tecum filed September 22, 2025, requesting production of billing records, payment history, and related documentation, was neither granted nor denied, nor was it properly acknowledged in Resolution considering the actual matters of complaint. The Petitioner's Reply-Affidavit of September 25, 2025 was similarly not addressed.

The Prosecutor's conclusion that the Petitioner failed to present "definite and specific acts" constituting prima facie evidence is contradicted by the billing records, demand letters, email correspondence, and documented water disconnections submitted with the Complaint, all of which identify specific acts, amounts, and dates with precision. The standard stated in the proceedings, that prosecutors must evaluate all presented evidence ensuring it is admissible, credible, and capable of proving the crime and the accused's responsibility, was not applied to the record in this matter.

SUMMARY AND ADDITIONAL MATTERS

The Resolutions issued by the Office of the Chief Prosecutor are defective in law and in fact. Both Resolutions were issued following a preliminary investigation conducted over a period exceeding five months without any discernible investigative activity, culminating in dismissals that rely on internally contradicted evidence submitted by the Respondents, mischaracterize the factual record, and fail to engage with the statutory provisions cited in the Complaints. The procedural history of these proceedings reflects a process that did not conform to the standards required of this Office, and in the matter of Horizons 101 Property Management Corporation, the absence of a properly served counter-affidavit renders the Resolution procedurally defective regardless of the substantive merits.

The Amended Criminal Complaint against Horizons 101 Property Management Corporation, filed with the Office of the Chief Prosecutor on February 5, 2026, was submitted after the Resolutions had already been issued and therefore could not be addressed therein. The Amended Complaint sets forth expanded charges under Estafa, the Condominium Act, and Unjust Enrichment, and adds a new charge of Coercion and Retaliation arising from the Respondent's disconnection of water services to Unit 45Q on September 5, 2025, the same date on which the Respondent received legal notice of the original criminal complaint from the Chief Prosecutor's Office. Water services were again disconnected on January 23, 2026, and remained disconnected until after service on Respondents of Request to Resolve. The Respondent's February 2, 2026 Circular, issued after the filing of the original complaint and after the preparation of the Resolution, deceptively frames the belated adoption of monthly billing for property taxes and insurance as a measure taken for the economic benefit of unit owners rather than acknowledging it as a belated correction of practices that violated the Condominium Act. The charges set forth in the Amended Complaint, having been filed with the Office of the Chief Prosecutor, are subject to independent action by that Office. Petitioner reserves the right to file a separate and further complaint with the Department of Justice in respect of those expanded charges if necessary.

The billing violations documented in the complaint against Horizons 101 Property Management Corporation raise serious concerns regarding the extent to which other unit owners and residents of Horizons 101 have been subjected to the same unlawful practices.

The pattern of overcharging documented in April and May 2024, combined with the systematic collection of property taxes and building insurance as lump sum condominium dues over multiple years, and the Respondent's deceptive February 2026 Circular designed to prevent affected parties from recognizing their rights to compensation, suggests a course of conduct that affects a class of residents and owners with a collective right of claim. Petitioner preserves the right to pursue, or to support the pursuit of, a class action complaint by affected residents and unit owners of Horizons 101 should the evidence developed through a proper investigation so warrant, noting that such a proceeding would more fully vindicate the public interests that the Condominium Act was enacted to protect and would address the full scope of the Respondent's systematic billing violations.

Neither Resolution indicates dismissal with prejudice. Accordingly, Petitioner reserves in full the right to refile the original charges and to seek all available remedies in civil proceedings before the Metropolitan Trial Court or other courts of competent jurisdiction should this Petition not result in the reinstatement and proper investigation of the criminal charges.

PRAYER FOR RELIEF

WHEREFORE, Petitioner Allan Douglas Wilson respectfully prays that the Honorable Secretary of Justice:

1. GRANT this Petition for Review and SET ASIDE the Resolutions issued by the Office of the Chief Prosecutor, Cebu City, dismissing the criminal complaints against Taft Property Development Ventures Corp. and Horizons 101 Property Management Corporation;
2. ORDER the Office of the Chief Prosecutor to conduct a proper and thorough preliminary investigation of all charges filed in the original Complaints of August 22, 2025, including Estafa, violations of Presidential Decree 957, violations of the Condominium Act, violations of the Consumer Protection Act as applied to consumer services, and Unjust Enrichment against the respective Respondents;
3. ORDER the production and forensic examination of the transmittal sheet submitted by Respondent Taft Property Development Ventures Corp. in its Joint Counter-Affidavit of September 24, 2025, and direct independent investigation of the

perjurious statements made by the Respondent's representative during the September 10, 2025 preliminary hearing in violation of Article 183 of the Revised Penal Code;

4. ORDER appropriate inquiry into the conduct of DHSUD Regional Office VII in connection with the production of fabricated conference minutes on December 2, 2025, and its two-year pattern of obstruction in failing to produce the July 13, 2023 conference transcript;
5. ORDER the Office of the Chief Prosecutor to address the Amended Criminal Complaint filed against Horizons 101 Property Management Corporation on February 5, 2026, including the expanded charges of Coercion and Retaliation, whether in conjunction with the reinstated preliminary investigation or through independent proceedings, and to consider the applicability of those additional charges to any future complaint;
6. DIRECT the Office of the Chief Prosecutor to produce records confirming the date of receipt and service of any counter-affidavit filed by Horizons 101 Property Management Corporation, and to accord the Petitioner the right to respond to that document; and
7. GRANT such other and further relief as may be just and equitable in the circumstances, including orders for the preservation of evidence and prevention of further prejudice to the Petitioner.

Respectfully submitted this 10th day of March 2026, at Cebu City, Philippines.



ALLAN DOUGLAS WILSON

Petitioner/Complainant

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VERIFICATION

I, Allan Douglas Wilson, of legal age, United States national, and a resident of Cebu City, Philippines, after having been duly sworn in accordance with law, hereby depose and state that I am the Petitioner in the above-entitled matter; that I have read and understood the foregoing Petition for Review; and that the allegations therein are true and correct based upon authentic records in my possession, the pleadings and proceedings of the original criminal complaints, and facts within my personal knowledge.



ALLAN DOUGLAS WILSON

COPY FURNISHED:

Office of the Chief Prosecutor, Cebu City –
Prosecutor Naranjo

Taft Property Development Ventures Corp.
c/o Atty. Princess, 8th Floor, East Gate Cebu
Tower, 1 Cardinal Rosales Ave, Cebu City

Horizons 101 Property Management Corp.
74 General Maxilom Avenue, Cebu City

Office of the Ombudsman, Visayas (re: pending
complaint against DHSUD Regional Office VII)